

ORIGINAL

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

AMERICAN LEATHER, L.P.,

Plaintiff,

§§

V.

§ Civil Action No. 3:04 - CV-2669-L

**SADESA HOLDING, B.V.,
SADESA HOLDING B.V.
THE NETHERLANDS, and
SADESA S.A.,**

§§§§§§§§

Defendants.

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MEMORANDUM OPINION AND ORDER

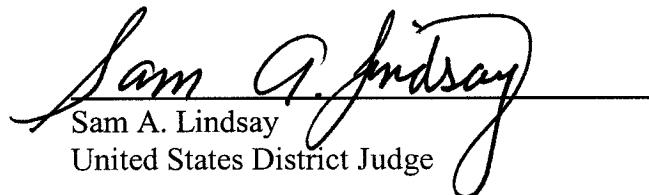
Before the court is Plaintiff's Request for Entry of Default, filed June 8, 2005. Plaintiff American Leather, L.P., ("American Leather" or "Plaintiff") seeks a default judgment against Defendant Sadesa Holding B.V. The Netherlands ("Sadesa-Netherlands" or "Defendant"). American Leather filed its original complaint on December 16, 2004. Sadesa-Netherlands was served on January 10, 2005, by delivery of a true copy of the citation and complaint to Defendant's agent, Eduardo Andres, in High Point, North Carolina. After being duly served, Sadesa-Netherlands failed to appear and answer, or otherwise respond pursuant to Fed. R. Civ. P. 12 or other applicable rules. American Leather filed Plaintiff's Request for Entry of Default on June 8, 2005. Sadesa-Netherlands is not an individual, and thus is not an infant, incompetent person, or member of the United States military.

The court accepts as true the well-pleaded allegations of Plaintiff's Original Complaint. The record reflects that beginning in 2001, American Leather entered into a contract with Sadesa-Netherlands to purchase leather hides from Defendant for the construction of leather furniture that

was subsequently sold to furniture retailers. In 2003, American Leather began receiving complaints from furniture retailers regarding a defect in the leather it purchased from Defendant. American Leather maintains that, because the leather was defective, Sadesa-Netherland breached the contract, breached the express warranty for goods, breached the implied warranty of merchantability, breached the implied warranty of fitness for a particular purpose, and engaged in fraud and negligent misrepresentation. American Leather asserts that it has sustained damages in excess of five million dollars.

After careful consideration of Plaintiff's request, the record and applicable law, the court **grants** Plaintiff's Request for Entry of Default. Whether Plaintiff proceeds now to discover the exact amount of damages it has sustained from this Defendant, and subsequently moves for entry of default judgment is a matter that it has to decide based upon what it believes is in its best interest.

It is so ordered this 7th of July, 2005.



Sam A. Lindsay
United States District Judge